PREPARED BY:
HEATHER SPITZ – CHANGE OF TITLE, INC.
160 S. OLD SPRINGS RD., STE 260
ANAHEIM HILLS, CA 92808

BILL GARRETT, Davidson County
Trans:T20130016045 DEEDWARR
Recvd: 02/27/13 08:41 5 pgs
Fees:28.00 Taxes:948.65
20130227-0019309

When Recorded Mail To:
Financial Dimensions, Inc.
1400 Lebanon Church Road
Pittsburgh, PA 15236

819760

When Recorded Return To:
Indecomm Global Services
2925 Country Drive
St. Paul, MN 55117

DEED IN LIEU OF FORECLOSURE

TITLE OF DOCUMENT

KNOW ALL MEN BY THESE PRESENTS, that **SUSAN C. GOTWALD, A SINGLE PERSON**, hereinafter called grantor, for **$256,390.86** and the consideration hereinafter stated, does hereby grant, bargain, sell and convey unto **WELLS FARGO FINANCIAL TENNESSEE 1, LLC**, ONE HOME CAMPUS, MAC X2301-03R, DES MOINES, IA 50328, hereinafter called grantee, and unto grantee's successors and assigns all of that certain real property with the tenements, hereditaments and appurtenances thereto belonging or in any way appertaining, situated in the County of Davidson, State of Tennessee, described as follows:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING BUILDING SITE NO. 20 ON THE PLAN OF RICHMEADE PLACE, SECTION ONE OF RECORD IN PLAT BOOK 4860, PAGE 44, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

PROPERTY ADDRESS: 401 BOWLING AVENUE, UNIT 24, NASHVILLE, TN 37205

PARCEL NUMBER: 104.13-0A-020.00-C0

BEING THE SAME PROPERTY CONVEYED TO SUSAN C. GOTWALD FROM WILLIAM L. UNDERHILL AND SPOUSE SANDRA G. UNDERHILL BY WARRANTY DEED FILED 3/4/1997 IN BOOK 10368, PAGE 376.

To have and to hold the same unto the said grantee and grantee's successors and assigns forever.

This deed is absolute in effect and conveys fee simple title of the premises above described to the grantee and does not operate as a mortgage, deed of trust or security of any kind.

This deed does not affect a merger of the fee ownership and the lien of the deed of trust described below. The fee and lien shall hereafter remain separate and distinct.

By acceptance and recording of this deed, grantee covenants and agrees that it shall forever forebear taking any action whatsoever to collect against grantor on the obligations which are secured by the deed of trust (referred to herein as "deed of trust") described below, other than by foreclosure of that deed of trust; and, that in any proceeding to foreclose that mortgage, grantee shall not seek, obtain or permit a deficiency judgment against grantors, their heirs, successors or assigns, such right being hereby waived. This paragraph shall be inapplicable in the event that grantor attempts to have this deed set aside or this deed is determined to transfer less than fee simple title to grantee.

Grantor does hereby assign and transfer to grantee any equity of redemption and statutory rights of redemption concerning the real property and the deed of trust described below.

Grantor is not acting under any misapprehension as to the legal effect of this deed, nor under duress, undue influence or misrepresentation of grantee, its agent, attorney or any other person. Grantor declares that this conveyance is freely and fairly made.

The true and actual consideration for this transfer consists of $256,390.86 and grantee's waiver of its right to bring an action against grantor based on the promissory note secured by the deed of trust hereinafter described and agreement not to name the grantor as a party to a foreclosure action as stated above with respect to that certain deed of trust signed on 7/8/2008, by grantor in favor of WELLS FARGO FINANCIAL TENNESSEE 1, LLC and recorded as Instrument No. 20080723-0075549 in real property records of Davidson County, Tennessee on 7/23/2008.

In construing this deed and where the context so requires, the singular includes the plural and the plural includes the singular and all grammatical changes shall be implied to make the previsions hereof apply equally to corporations and to individuals. SEE ESTOPPEL AFFIDAVIT ATTACHED AS EXHIBIT "A".

IN WITNESS WHEREOF, the grantor has executed this instrument this 16 day of February, 2013.

Susan C. Gotwald

SUSAN C. GOTWALD

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

Personally appeared before me Ella K. Butler, a Notary Public in and for said County and State, the within named, **SUSAN C. GOTWALD** with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 133 Plantation Court, Nashville Tennessee 37221, this day of February 16, 2013.

Ella K. Butler

Notary Public
My Commission Expired: December 6, 2016

ELLA K. BUTLER
STATE OF TENNESSEE
NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

I, or we, hereby swear and affirm that, to the best of the affiant's knowledge, information, and belief, the actual consideration for this transfer or value of the property transferred, whichever is greater is $256,390.86, which amount is equal or greater than the amount which the property was transferred would command at a fair and voluntary sale.

Affiant

Affiant

Subscribed and sworn to me this 16 day of February, 2013.

Notary Public
My Commission Expires: December 6, 2016

ELLA K. BUTLER
STATE OF TENNESSEE NOTARY PUBLIC
DAVIDSON COUNTY, TENN.

MAIL TAX STATEMENTS TO:
Wells Fargo Financial Tennessee 1, LLC
One Home Campus, MAC X2301-03R
Des Moines, IA 50328

GRANTEE NAME:
Wells Fargo Financial Tennessee 1, LLC
One Home Campus, MAC X2301-03R
Des Moines, IA 50328

EXHIBIT "A" ESTOPPEL
AFFIDAVIT

STATE OF TENNESSEE)
) SS.
COUNTY OF DAVIDSON)

SUSAN C. GOTWALD, A SINGLE PERSON, being first duly sworn, depose and say: That she/he/they are/is the identical party(ies) who made, executed, and delivered that certain Deed in Lieu of Foreclosure to **WELLS FARGO FINANCIAL TENNESSEE 1, LLC** dated the 16 day of February 2013, conveying the following described property, to-wit:

LAND IN DAVIDSON COUNTY, TENNESSEE, BEING BUILDING SITE NO. 20 ON THE PLAN OF RICHMEADE PLACE, SECTION ONE OF RECORD IN PLAT BOOK 4860, PAGE 44, REGISTER'S OFFICE FOR SAID COUNTY, TO WHICH PLAN REFERENCE IS HEREBY MADE FOR A MORE COMPLETE DESCRIPTION THEREOF.

PROPERTY ADDRESS: 401 BOWLING AVENUE, UNIT 24, NASHVILLE, TN 37205

PARCEL NUMBER: 104.13-0A-020.00-C0

BEING THE SAME PROPERTY CONVEYED TO SUSAN C. GOTWALD FROM WILLIAM L. UNDERHILL AND SPOUSE SANDRA G. UNDERHILL BY WARRANTY DEED FILED 3/4/1997 IN BOOK 10368, PAGE 376.

That the aforesaid deed was intended to be and was an absolute conveyance of the title to said premises to WELLS FARGO FINANCIAL TENNESSEE 1, LLC, and was not and is not now intended as a mortgage, trust conveyance, or security of any kind; that it was the intention of affiants as grantors in said deed to convey, and by said deed these affiants did convey to WELLS FARGO FINANCIAL TENNESSEE 1, LLC therein all their right, title, and interest absolutely in and to said premises; that possession of said premises has been surrendered to WELLS FARGO FINANCIAL TENNESSEE 1, LLC;

That in the execution and delivery of said deed affiants were not acting under any misapprehension as to the effect thereof, and acted freely and voluntarily and were not acting under coercion or duress;

That aforesaid deed was not given as a preference against any other creditors of the deponents or either of them; that at the time it was given there was no other person or persons, firms or corporations, other than WELLS FARGO FINANCIAL TENNESSEE 1, LLC who have an interest, either directly or indirectly, in said premises; that these deponents are solvent and have no other creditors whose rights would be prejudiced by such conveyance, and that deponents are not obligated upon any bond or mortgage or other security whereby any lien has been created or exists against the premises described in said deed.

That the consideration for said deed was and is payment to affiant of the sum of $256,390.86 by WELLS FARGO FINANCIAL TENNESSEE 1, LLC and WELLS FARGO FINANCIAL TENNESSEE 1, LLC agreement to forbear taking any action against affiants to collect on the obligations secured by the deed of trust described below, other than by foreclosure of that deed of trust and to not seek, obtain or permit a deficiency judgment against affiants in such foreclosure action. The deed of trust referred to herein was executed by the undersigned to WELLS FARGO FINANCIAL TENNESSEE 1, LLC, dated 7/8/2008 and recorded in Instrument No. 20080723-0075549 of Davidson County, State of Tennessee. At the time of making said deed in lieu of foreclosure affiant believed and now believes that the aforesaid consideration therefore represents the fair value of the property so deeded, or more.

This affidavit is made for the protection and benefit of WELLS FARGO FINANCIAL TENNESSEE 1, LLC, its successors and assigns, and all other parties hereafter dealing with or who may acquire an interest in the property herein described.

That affiant, and each of them will testify, declare, depose, or certify before any competent tribunal, officer, or person, in any case now pending or which may hereafter be instituted, to the truth of the particular facts hereinabove set forth.

I/WE (THE BORROWERS) UNDERSTAND THAT I/WE HAD A RIGHT TO OBTAIN LEGAL ADVICE BEFORE SIGNING THE AFORESAID DEED. I/WE HAVE EITHER DONE SO OR HAVE ELECTED TO PROCEED WITHOUT LEGAL ADVICE.

IN WITNESS WHEREOF, the Affiants have executed this instrument this 16 day of February 2013.

SUSAN C. GOTWALD

STATE OF TENNESSEE)
) SS.
COUNTY OF Davidson)

Personally appeared before me Ella K. Butler, a Notary Public in and for said County and State, the within named, **SUSAN C. GOTWALD** with whom I personally acquainted, (or proved to me on the basis of satisfactory evidence) and who acknowledged that she executed the within instrument for the purposes therein contained.

Witness my hand and official seal at 133 Plantation Court, Nashville Tennessee 37221, this day of February 16, 2013.

Ella K. Butler
Notary Public
My Commission Expired: December 6, 2016

ELLA K. BUTLER STATE OF TENNESSEE NOTARY PUBLIC DAVIDSON COUNTY, TENN.

U03552404
7909 2/21/2013 78437021/1